

TRACY L. WILKISON
Acting United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, General Civil Section
ELAN S. LEVEY (State Bar No. 174843)
Assistant United States Attorney
Federal Building, Suite 7516
300 North Los Angeles Street
Los Angeles, California 90012
Telephone: (213) 894-3997
Facsimile: (213) 894-7819
E-mail: elan.levy@usdoj.gov

Attorneys for Federal Defendant,
United States Department of Education

FILED & ENTERED

MAR 19 2021

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY rust DEPUTY CLERK

**UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
NORTHERN DIVISION**

In re:

CHRISTOPHER RICHARD
KLOSKINSKI,

and

JUDY LYNN KLOSINSKI,

Debtors.

Case No. 9:19-bk-10365-MB

Chapter 7

CHRISTOPHER RICHARD
KLOSKINSKI ,

Plaintiff,

vs.

U. S. DEPARTMENT OF
EDUCATION,

Defendant.

Adv. No. 9:19-ap-01049-MB

**ORDER APPROVING
STIPULATION TO SETTLE AND
DISMISS ADVERSARY
PROCEEDING WITH PREJUDICE**

Status Conference

Date: April 7, 2021

Time: 2:30 p.m.

Place: **ZOOM HEARING¹**

¹ Video/audio web address: <https://cacb.zoomgov.com/j/1606361076>
ZoomGov meeting number: 160 636 1076
Password: 875321
Telephone conference lines: 1 (669) 254 5252 or 1 (646) 828 7666

Based upon the *Stipulation To Settle And Dismiss Adversary Proceeding With Prejudice* (“Stipulation”) (Docket No. 12),² entered into by and between Christopher Richard Klosinski (“Plaintiff”) and the United States Department of Education (“Education”), through their respective counsel of record (collectively, the “Parties”):

IT IS HEREBY ORDERED that:

1. The Stipulation is hereby approved in its entirety.

2. Plaintiff shall pay the total sum of \$50,000 (“Settlement Amount”) to Defendant by:
(a) making a lump sum payment of \$35,000.00 to Defendant, due and payable by not later than ten (10) days of entry of a final and non-appealable order approving this Stipulation; and (b) monthly installment payments of \$312.50 (“Monthly Settlement Payment”) for a term of four (4) years, or until June 1, 2025 (“Payment Deadline”), commencing with the first Monthly Settlement Payment due on June 1, 2021, in full satisfaction of the Student Loans.

3. Plaintiff shall make the Monthly Settlement Payments pursuant to Education’s online payment system through the servicer of Plaintiff’s Student Loans, or, alternatively, payable in good funds to the U.S. Department of Education, which payment shall include Plaintiff’s account number E 869646625, and sent to the following address by U.S. mail:

U.S. Department of Education
P.O. Box 2837
Portland, OR 97208-2837

4. Upon Plaintiff’s completion of the Settlement Amount by the Payment Deadline, Plaintiff shall be discharged of the remaining balance of the Student Loan Debt, pursuant to his Chapter 7 discharge order, entered on July 1, 2019, pursuant to 11 U.S.C. § 727.

5. If the Settlement Amount and/or Monthly Payments are made after the Payment Deadline, Plaintiff shall be in default and this Stipulation shall become null and void. If Plaintiff fails to cure the default within ten (10) days of the date of the letter notifying Plaintiff of such default, then the entire remaining Student Loan debt shall become immediately due and owing to Defendant,

² All defined terms in the Stipulation shall have the same meaning herein.

1 including all accrued interest and collection activity fees, if applicable, and Defendant shall be
2 entitled to collect such debt in any manner allowed by law.

3 6. Pursuant to Federal Rule of Bankruptcy Procedure 7041 and Federal Rule of Civil
4 Procedure 41(a), the Adversary Proceeding shall be dismissed with prejudice.

5 7. The terms of this Stipulation shall survive and be effective in any future bankruptcy
6 filing under any chapter of the United States Bankruptcy Code by Plaintiff.

7
8 ###

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23 Date: March 19, 2021

24 

25 Martin R Barash
26 United States Bankruptcy Judge
27
28